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| | |
|-----------------------|---|
| Applicant: | Dai Huang et al. |
| Serial No: | 10/720,833 |
| Filed: | November 24, 2003 |
| For: | Manufacture of Carbon/Carbon Composites By Hot Pressing |
| Group Art Unit: | 3683 |
| Examiner: | Unknown |
| Attorney's Docket No: | P2025-2/N8958 |
| Customer No.: | 23456 |

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Pursuant to 37 C.F.R. §1.47(a), the instant petition is provided to establish proof of the pertinent facts concerning the refusal of joint inventor Dave Snyder to join in the above-captioned application for patent. This petition is made by the attorney for assignee UCAR Carbon Company Inc. (“UCAR”), and accompanies the Declaration joined by the remaining joint inventors signed for all joint inventors (and is filed the same day as an Assignment of the remaining joint inventors to UCAR Carbon Company Inc. and a Power of Attorney from UCAR Carbon Company Inc. to the undersigned).

The above-captioned application was filed on November 24, 2003 and claims priority from provisional patent application Serial No. 60/430,578, filed December 3, 2002.

At the time the invention of the above-captioned application was made, Mr. Snyder, through his company Carbon Materials Consulting Inc., CMCI, was under contract to UCAR as a consultant (see contract attached as Exhibit 1). Mr. Snyder's consulting agreement was extended twice and currently expires on December 31, 2004 (see Exhibits 2 and 3), although it is not believed that Mr. Snyder is currently actively consulting for UCAR.

The relevant portion of Mr. Snyder's contract with UCAR states that:

CMCI will promptly disclose to [UCAR], in writing and in reasonable detail, any and all inventions, improvement, developments, technical information, skill and know-how, patentable and unpatentable, which a CMCI representative makes, discovers or develops for, or in the course of, or as a result of, the performance of services hereunder ..., and the same will be and remain [UCAR's] sole and exclusive property throughout the world. (Exhibit 1, page 3, paragraph 9).

The agreement continues on to state:

CMCI will ... without any other consideration, execute all documents and do all acts which may ... be necessary or desirable to confirm in [UCAR] all right, title and interest throughout the world in and to the Subject Developments and to enable and assist [UCAR] to procure, maintain, enforce and defend patents ... throughout the world (Exhibit 1, page 3, paragraph 9).

Thus, the agreement signed by Mr. Snyder obligates him to execute the declaration for the above-captioned application, as well as an assignment to UCAR.

In addition, attached is a copy of a Declaration and Assignment executed by Mr. Snyder for earlier-filed patent application Serial No. 10/372,349, filed February 24, 2003 (Exhibits 4 and 5).

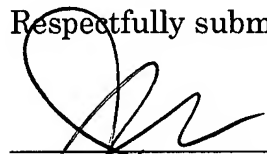
Attached as Exhibit 6 hereto is a copy of a letter sent to Mr. Snyder by the undersigned on March 10, 2004, providing a copy of the above-captioned application and the declaration and assignment needed for completion of the filing requirements and assignment of the invention to UCAR (as well as the formal papers required for a sister Taiwanese application). The attached (Exhibit 7) FedEx airbill and tracking sheet show that the letter was received at Mr. Snyder's address on March 11, 2004.

Following the March 10 letter, Mr. Snyder and the undersigned had at least two conversations and exchanged several voicemail messages. During these conversations and in the messages, Mr. Snyder refused to sign the requested documents, unless he was paid at least thirty thousand dollars (\$30,000) he felt he is owed by UCAR. However, Mr. Snyder has not, to the knowledge of the undersigned, at any time made a formal legal claim for any such monies he suggested he is owed by UCAR. In addition, Mr. Snyder also indicated that it would take an additional several thousand dollars to compensate him for his time in reviewing the above-captioned application, once UCAR agreed to pay the \$30,000+.

As the excerpted portions of Mr. Snyder's agreement with UCAR indicate, however, he is obligated to execute the required documents "without any other consideration." Thus, Mr. Snyder was obliged to execute the Declaration and Assignment required for the above-captioned application, and provided to him in March. In the intervening four months, he has declined to do so, and UCAR is within its rights, especially in light of Mr. Snyder's consulting agreement, to proceed without him.

The Commissioner is authorized to charge the fee of \$130 under 37 C.F.R. §1.17(h), as well as any deficiency, or credit any overpayment associated with the filing of this Petition to Deposit Account 50-1202.

Respectfully submitted,



James R. Cartiglia
Registration No. 30,738
WADDEY & PATTERSON
A Professional Corporation
Customer No. 23456

ATTORNEY FOR APPLICANT

Waddey & Patterson
414 Union Street, Suite 2020
Bank of America Plaza
Nashville, TN 37219
(615) 242-2400



CERTIFICATE OF MAILING

I hereby certify that this PETITION UNDER 37 C.F.R. §1.47(a)
is being sent, first class mail, postage prepaid to the United States Patent
and Trademark Office on July 22, 2004

James R. Cartiglia

Signature

Registration Number 30,738

UCAR**UCAR CARBON COMPANY INC.**

12900 Snow Road, Parma, Ohio 44130

Technology Department
Product & Process Development Group(216) 676-2000
Fax: (216) 676-2623

August 16, 2001

Mr. David R. Snyder
Carbon Materials Consulting Inc.
3350 Lloyd Street
Cuyahoga Falls, Ohio 44221-1030

SUBJECT: CONSULTING AGREEMENT

Dear Mr. Snyder:

The following will be an agreement between UCAR Carbon Company Inc. ("Company") and Carbon Materials Consulting Inc. ("CMCI") for the performance of certain consulting services, upon the terms and conditions hereinafter set forth.

Therefore, it is hereby mutually agreed as follows:

1. **SERVICES**: CMCI will perform consulting services as we may require during the term of this Agreement or any extension thereof in the field of carbon/carbon for use in truck, rail and automotive applications.

2. **AVAILABILITY**: CMCI will perform consulting services through D. R. Snyder on an "as-available" basis at all reasonable times requested by us during the term of this Agreement. CMCI services will be at the request of, and under the direction of, C. F. Chang.

3. **COMPENSATION**: In full compensation for CMCI services and agreements hereunder, we will pay CMCI monthly, within thirty (30) days after receipt of invoice at the rates of:

| | |
|--------------------------|---------------|
| 1-20 hours per month | \$100.00/hour |
| 21-40 hours per month | \$85.00/hour |
| 41 and greater per month | \$75.00/hour |

for services performed by CMCI hereunder during the preceding calendar month at our request. Company agrees to pay CMCI for a minimum of twelve (12) hours per month for duration of this agreement. In addition, we will reimburse CMCI after receipt of CMCI invoice, for all reasonable traveling and living expenses necessarily incurred by CMCI while CMCI representative is away either from CMCI's regular place of business or from the primary location of performance of this Agreement engaged in the performance of services hereunder.

4. INDEPENDENT CONTRACTOR: CMCI will at all times be an independent contractor and not an employee of ours. The manner in which CMCI renders services to us will be within CMCI's sole control and discretion, although CMCI will cooperate with our personnel and use CMCI's best efforts in our behalf within the broad scope of the above outline of CMCI's services. CMCI recognizes and agrees that CMCI is not subject or entitled to any benefits, wages, or other terms and conditions of employment or otherwise under the policies, practices and procedures of the Company, its employees, agents and successors in interest as they may apply to employees of the Company, and agree that both this Agreement and services performed hereunder will be conclusively considered neither evidence of nor an application for employment by us.

5. WARRANTY: CMCI warrants that the consulting services to be performed by a CMCI representative hereunder will be performed in a professional and workmanlike manner in conformity with this Agreement. CMCI will comply with all applicable laws, rules, regulations and standards of any public authority having jurisdiction in performing CMCI consulting services. CMCI will observe our rules and regulations with respect to conduct and the health, safety and protection of persons and property while on our premises.

6. LIABILITY: CMCI assumes all risk and liability for loss of, or damage to property, and for personal injury, sickness and/or disease, including death resulting therefrom, sustained by a CMCI representative, if or where such loss or damage is incurred or such injury, sickness or disease is sustained, in connection with a CMCI representative's presence on our property and/or any services hereunder.

7. CONFIDENTIAL INFORMATION: Except as provided in Paragraph (8) below or as otherwise agreed to in writing by us, CMCI will keep confidential, and prevent the disclosure of Confidential Information as defined below; CMCI will not reproduce, use, deliver or otherwise exploit or permit to be reproduced, used, delivered or otherwise exploited, Confidential Information as defined below, to or for anyone other than the Company. As used herein, "Confidential Information" means and includes any and all non-public, proprietary information of the Company of the following: (i) information, know-how and data, whether technical or non-technical, which is in any way disclosed to CMCI by or on behalf of the Company in the course of, as a result of or in connection with this Agreement; (ii) all diagrams, plans, drawings, models, prototype devices, materials, evaluations, test results, specifications, data and notes, memoranda and other writings of a technical or economic nature which are furnished to CMCI by the Company for the performance of services hereunder or which CMCI prepares or procures, in the course of or for the performance of such services; and (iii) Subject Developments as defined in Paragraph 9 below. Such Confidential Information will be and remains the property of the Company. Promptly upon completion or termination of services hereunder, and at such time or time prior thereto as we may request, CMCI will deliver to the Company all copies of all reproducible Confidential Information. CMCI further agrees to refrain from writing on or marking Confidential Information in any manner, or from performing any other act with respect to Confidential Information, which is or tends to be contrary to or inconsistent with the Company's property rights in Confidential Information or CMCI's obligations concerning Confidential Information. CMCI agrees that Confidential Information of the Company is necessary and critical to the practice of the Company's business, and that disclosure thereof without consent of the Company would cause irreparable harm to the Company. CMCI also agrees that the restrictions of this paragraph are necessary and reasonable.

8. DISCLOSABLE INFORMATION: The obligations under Paragraph 7 above will not apply, however, to Confidential Information to the extent that Confidential Information is either: (i) known to the public and CMCI can establish such fact by reasonably convincing evidence; or (ii) was known to CMCI prior to the first disclosure to CMCI by or on behalf of the Company or any Affiliate and CMCI can establish such fact by reasonably convincing evidence; or (iii) received by CMCI in good faith from a third party (other than an Affiliate of the Company) not under an obligation of confidentiality to the Company and CMCI does not violate any obligation to a third party with respect to such Confidential Information. As used herein the term "Affiliate" means (i) any corporation 20% or more of the voting stock of which is owned or controlled by the Company, or (ii) any corporation owning or controlling 50% or more of the voting capital stock of the Company, or (iii) any corporation 50% or more of the voting stock which is owned or controlled by a corporation owning or controlling 50% or more of the voting capital stock of the Company.

9. SUBJECT DEVELOPMENTS: CMCI will promptly disclose to us, in writing and in reasonable detail, any and all inventions, improvements, developments, technical information, skill and know-how, patentable or unpatentable, which a CMCI representative makes, discovers or develops for, or in the course of, or as a result of, the performance of services hereunder (individually and collectively referred to as "Subject Developments"), and the same will be and remain the Company's sole and exclusive property throughout the world. CMCI will, at our request and expense, but without any other consideration, execute all documents and do all acts which may, in the opinion of the Company's counsel, be necessary or desirable to confirm in us all right, title and interest throughout the world in and to the Subject Developments and to enable and assist the Company to procure, maintain, enforce and defend patents, petty patents, copyrights, trademarks and other applicable statutory protection throughout the world on all Subject Developments which may be patentable or copyrightable. CMCI agrees that the copyright in any resulting work(s) created by CMCI in connection with CMCI's performance of services hereunder will be considered a work made for hire and will be owned by the Company or its designate and that CMCI will assign to the Company or its designate any rights CMCI may have in any resulting copyrightable work.

10. OTHER INFORMATION: The Company will not have any obligation or liability with respect to or arising out of our receipt of and/or use and/or disclosure of any and all unpatented inventions, technical information, know-how, data, drawings, documents, prototypes and models which CMCI at any time discloses or furnishes us in connection with this Agreement or in connection with the services covered by this Agreement and which do not become the property of the Company under Paragraph 9.


11. THIRD PARTY OBLIGATIONS AND SERVICES: CMCI hereby represents to Company that it will not provide services for the benefit of any third party during the term of this Agreement, if the services are within the scope of services as defined in Paragraph 1 of this Agreement. CMCI is, however, free to provide services to a third party (during the term of this Agreement and later) in the carbon/carbon field generally, so long as the services are not specifically within the scope of services described in Paragraph 1. Moreover, upon termination of this Agreement, CMCI is free to perform any services for any third party, with no limitation as to the scope of services provided, subject only to CMCI's continuing obligations of confidentiality as set forth under Paragraph 7 herein.

12. **TERM:** The term of this Agreement will commence on August 20, 2001, and shall terminate on July 31, 2002, provided, however, that either party may terminate this Agreement at any time on thirty (30) days prior written notice to the other party or immediately by written notice on breach of the Agreement by the other party. It may be extended by mutual agreement on such terms and conditions as the parties may agree on. It is understood and agreed that the services CMCI will perform for us under this Agreement are of a unique nature.

13. **SURVIVAL:** The provisions of Paragraphs 7, 8, 9, 10 and 11 will survive and continue after expiration or termination of this Agreement. This Agreement contains all the existing agreements and understandings between us. No modification of this Agreement or waiver of the terms and conditions hereof will be binding upon either party unless in writing and signed by both parties.

If a CMCI representative agrees to the foregoing, please indicate CMCI's acceptance thereof by signing the enclosed duplicate copy of this Letter Agreement and returning same to us.

Very truly yours,

By: 
L. Batty
Director - Product and Process
Development Group

Agreed to and Accepted this 17th
day of August 2001:


CARBON MATERIALS CONSULTING INC.



UCAR CARBON COMPANY INC., a GrafTech International Ltd. company
Advanced Energy Technology Division

12900 Snow Road • Parma, Ohio 44130

(216) 676-2000
Facsimile (216) 676-2536

July 23, 2002

Mr. David R. Snyder
Carbon Materials Consulting Inc.
3077 Creek View Drive
Cuyahoga Falls, OH 44223-3535

Dear Mr. Snyder:

Subject: Amendment to Consulting Contract
Dated August 16, 2001 - Between
UCAR Carbon Company Inc. and D. R. Snyder

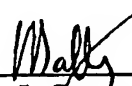
It is hereby proposed that the subject Consulting Contract be amended on Page 4, Item 12 (Term), changing ---"The term of this Agreement will commence on August 20, 2001, and shall terminate on July 31, 2002" to --- The term of this Agreement will commence on August 1, 2002, and shall terminate on July 31, 2003, ---.

All other terms and conditions of the August 16, 2001, Agreement as amended will continue without modifications.

If you agree to the foregoing, please indicate your acceptance thereof by signing below and the enclosed duplicate copy of this Amendment and returning one to O. W. Hotchkiss, Manager, Intellectual Property Department.

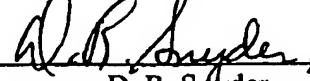
Very truly yours,

UCAR Carbon Company Inc.

By 
L. Batty
Director of Research and Development

Agreed to and Accepted this 31st
day of July, 2002:

Carbon Materials Consulting Inc.

By , President / CMCI
D. R. Snyder



UCAR CARBON COMPANY INC., a Graftech International Ltd. company
Advanced Energy Technology Division

12900 Snow Road • Parma, Ohio 44130

(216) 676-2000
Facsimile (216) 676-2536

September 13, 2002

Mr. David R. Snyder
Carbon Materials Consulting Inc.
3077 Creek View Drive
Cuyahoga Falls, OH 44223-3535

Dear Mr. Snyder:

Subject: Consulting Agreement
Dated August 16, 2001 - Between
UCAR Carbon Company Inc. and
Carbon Materials Consulting Inc.
Amended July 31, 2002

It is hereby proposed that the subject Consulting Agreement be further amended on Page 4, Item 12 (Term), changing ---"and shall terminate on July 31, 2002" to --- and shall terminate on December 31, 2004, ---.

The subject Agreement shall also be amended on Page 1, Item 3 (Compensation), changing --- "Company agrees to pay CMCI for a minimum of twelve (12) hours per month for duration of this agreement" to --- Company agrees to pay CMCI for a minimum of twenty (20) hours per month for duration of this agreement ---. All other terms and conditions of the August 16, 2001, Agreement as amended will continue without modifications.

If you agree to the foregoing, please indicate your acceptance thereof by signing below and the enclosed duplicate copy of this Amendment and returning one to O. W. Hotchkiss, Manager, Intellectual Property Department.

Very truly yours,

UCAR Carbon Company Inc.

By



L. Batty

Director of Research and Development

Agreed to and Accepted this 18th
day of September, 2002:

Carbon Materials Consulting Inc.

By  President / CMCI
D. R. Snyder

DECLARATION AND POWER OF ATTORNEY
Original Application

As a below named inventor, I declare that I have reviewed and understand the contents of the specification, including the claims, as amended by any amendment specifically referred to in this Declaration, that the information given herein is true, that I believe that I am the original, first and sole inventor if only one name is listed at 201 below, or a joint inventor if plural inventors are named below at 201 et seq., of the invention entitled:

MANUFACTURE OF CARBON COMPOSITES BY HOT PRESSING

which is described and claimed in:

- [X] the attached specification.
 [] the specification in application Serial No. _____ filed on _____
 and was amended on _____ (if applicable),

I authorize the attorneys named below to enter the filing date and Serial Number when issued.

I acknowledge a duty to disclose information I am aware of which is material to the examination of this application in accordance with 37 CFR 1.56(a), that I do not know and do not believe that the same was ever known or used in the United States of America before my or our invention thereof or patented or described in any printed publication in any country before my or our invention thereof, or more than one year prior to the earliest date of this application or the provisional application(s) identified below, or in public use or on sale in the United States of America more than one year prior to the earliest date of this application or the provisional application(s) identified below, that the invention has not been patented or made the subject of an inventor's certificate issued before the date of this application in any country foreign to the United States of America on an application filed by me or my legal representatives or assigns more than twelve months prior to the earliest date of this application or the provisional application(s) identified below and that as to applications for patent or inventor's certificate filed by me or my legal representatives or assigns in any country foreign to the United States of America, the earliest filed foreign application(s) filed within twelve months prior to the earliest date of filing date of this application or the provisional application(s) identified below and all foreign applications filed more than twelve months prior to the filing date of this application are identified at 600 and, as required, 601 below.

| | |
|-------------------------------|--|
| CHECK APPROPRIATE BOX: | |
| 6 | [X] No earlier-filed foreign applications. |
| 0 | [] Required information as to foreign applications filed prior to filing date of this |
| 0 | application is at 601 on page 2 attached hereto and made a part hereof. |

I hereby claim the benefit under Title 35, United States Code, §119(e) of any United States provisional application(s) listed below.

Application No. 60/430,578 Filing Date December 3, 2002

Application No. _____ Filing Date _____

I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below.

Application No. _____ Filing Date _____

Application No. _____ Filing Date _____

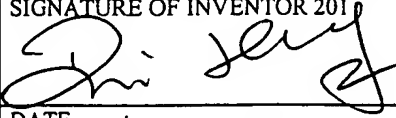
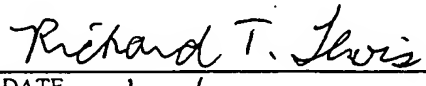
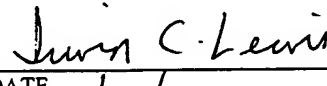
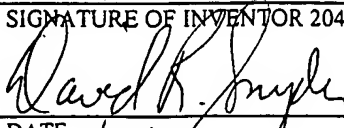
POWER OF ATTORNEY: As a named inventor, I hereby appoint the following attorney(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith. (List name and registration number).

TIMOTHY R. KROGH, REG. NO. 40,688
PAUL CHIRGOTT, REG. NO. 31,749

| | |
|---|---|
| SEND CORRESPONDENCE TO: UCAR Carbon Company Inc. Patent Law Department, Patent Law Department 1521 Concord Pike, Suite 301 Brandywine West Building Wilmington, Delaware 19803 | DIRECT TELEPHONE CALLS TO: UCAR Carbon Company Inc. Telephone: (302) 778-8250 |
|---|---|

| | | | | |
|-----|--|---|----------------------------------|---|
| 201 | FULL NAME OF INVENTOR | LAST NAME HUANG | FIRST NAME DAI | MIDDLE NAME |
| | RESIDENCE & CITIZENSHIP | CITY SAGAMORE HILLS | STATE OR FOREIGN COUNTRY OHIO | COUNTRY OF CITIZENSHIP CHINA |
| | POST OFFICE ADDRESS | POST OFFICE ADDRESS 232 SEIBERLING DRIVE | CITY SAGAMORE HILLS | STATE OR COUNTRY OHIO ZIP CODE 44067 |
| 202 | FULL NAME OF INVENTOR | LAST NAME LEWIS | FIRST NAME RICHARD | MIDDLE NAME T. |
| | RESIDENCE & CITIZENSHIP | CITY AUBURN | STATE OR FOREIGN COUNTRY OHIO | COUNTRY OF CITIZENSHIP US |
| | POST OFFICE ADDRESS | POST OFFICE ADDRESS 595 MOCK ORANGE CIRCLE | CITY AUBURN | STATE OR COUNTRY OHIO ZIP CODE 44023 |
| 203 | FULL NAME OF INVENTOR | LAST NAME LEWIS | FIRST NAME IRWIN | MIDDLE NAME C. |
| | RESIDENCE & CITIZENSHIP | CITY STRONGSVILLE | STATE OR FOREIGN COUNTRY OHIO | COUNTRY OF CITIZENSHIP US |
| | POST OFFICE ADDRESS | POST OFFICE ADDRESS 17100 VALLEY CREEK | CITY STRONGSVILLE 44136 | STATE OR COUNTRY OHIO ZIP CODE 44136 |
| 204 | FULL NAME OF INVENTOR | LAST NAME SNYDER | FIRST NAME DAVID | MIDDLE NAME |
| | RESIDENCE & CITIZENSHIP | CITY CUYAHOGA FALLS | STATE OR FOREIGN COUNTRY OHIO | COUNTRY OF CITIZENSHIP US |
| | POST OFFICE ADDRESS | POST OFFICE ADDRESS 3350 LLOYD STREET OR 1/30/03 3077 CREEK VIEW DRIVE | CITY CUYAHOGA FALLS | STATE OR COUNTRY OHIO ZIP CODE 44221 OR 1/30/03 44223 |
| 300 | <input type="checkbox"/> Additional matter on page 2 attached hereto and made a part hereof. When page 2 is used, all signatures must be signed on page 2. List of Applicants continued on page 2: <input type="checkbox"/> YES <input type="checkbox"/> NO | | | |

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

| | | |
|---|--|--|
| SIGNATURE OF INVENTOR 201  DATE 2/14/2003 | SIGNATURE OF INVENTOR 202  DATE 2/10/2003 | SIGNATURE OF INVENTOR 203  DATE 2/14/2003 |
| SIGNATURE OF INVENTOR 204  DATE 1/30/03 | | |

RECORDATION FORM COVER SHEET
Patent and Trademark Office
PATENTS ONLY

To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Dai Huang
Richard T. Lewis
Irwin C. Lewis
David Synder

Additional name(s) of conveying party(ies) attached? Yes



2. Name and address of receiving party (ies):

Name: UCAR Carbon Company Inc.
Internal
Address:
Street
Address: 1521 Concord Pike, Suite 301
Brandywine West Building
Wilmington, Delaware 19803

Additional name(s) address(es) attached? Yes X No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: 2/14/03; 2/10/03; 2/14/03;
1/30/03 respectively

4. Application number (s) or patent number (s): Serial No. TBD

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Timothy R. Krogh
UCAR Carbon Company Inc.

Internal Address: Brandywine West Building, Suite 301

Street Address: 1521 Concord Pike

City: WILMINGTON State: DE Zip: 19803

6. Total Number of applications and patents involved: (1)

7. Total Fee (37 CFR 3.41) \$ 40.00

☐ Enclosed

☒ Authorized to be charged to deposit account

8. Deposit account number: 21-0010

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Timothy R. Krogh

Name of Person Signing Reg. 40,688

T. Krogh
Signature

February 24, 2003

Date

Attorney Docket # P-2025-1: Total number of pages including cover sheet, attachments, and document: (3)

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT

We, the undersigned, Dai Huang of 232 Seiberling Drive, Sagamore Hills, OH 44067; Richard T. Lewis of 595 Mock Orange Circle, Auburn, OH 44023; Irwin C. Lewis of 17100 Valley Creek, Strongsville, OH 44136; and David Snyder of ~~3350 Lloyd Street~~ 3077 Creek View Drive, Cuyahoga Falls, OH ~~44221~~ 44223 *OKB 1/30/03*

HEREBY STATE UNDER OATH that we are the original, first and joint inventors of an invention for **MANUFACTURE OF CARBON COMPOSITES BY HOT PRESSING** as described and/or claimed in our application for Letters Patent in the United States of America, which is filed herewith.

NOW, THEREFORE, for one (1) dollar and other good and valuable consideration, the sufficiency of which is hereby acknowledged, we do hereby assign, transfer and sell to UCAR CARBON COMPANY INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, its successors and assigns, having an office at 1521 Concord Pike, Suite 301, Brandywine West Building, Wilmington, Delaware 19803, United States of America as Assignee, without any restrictions, reservations or limitations, our entire right, title, and interest in and to the aforesaid invention and application for Letters Patent and all patents which may be granted thereon, and all divisions, continuations, continuations-in-part, reissues, and extensions thereof;

INCLUDING ALL RIGHTS in and to said invention in any country of the world, including, but not limited to, all priority rights derived from the aforesaid application for Letters Patent by virtue of the International Convention for the Protection of Industrial Property, for any and all member countries of the aforesaid International Convention;

AND FURTHER INCLUDING THE SOLE RIGHT to file such applications under the Patent Laws of any country of the world in its name and/or ours, and the sole right to have patents granted on said applications in its name and/or ours to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by us had this assignment not been made, and to enforce said patents with our right to sue for and recover accrued profits or damages for any and all infringements thereof;

AND agree that we will communicate to said UCAR CARBON COMPANY INC., or its representatives any facts known to us respecting said invention and testify in legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue and other applications, make all rightful oaths and generally do everything possible to aid said UCAR CARBON COMPANY INC., its successors, assigns, and nominees, to obtain and enforce proper protection for said invention in all countries.

SIGNED AND SEALED at Parma this 14th day of February 2003.

Dai Huang
Dai Huang

State of Ohio)

County of Cuyahoga)

ss:

This 14th day of February, 2003, before me personally came the above-named **Dai Huang** to me personally known as the individual who executed the foregoing assignment, who has acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

Lori B. Hoffman
Notary Public

(Seal)

LORI B. HOFFMAN
Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Aug. 9, 2004

SIGNED AND SEALED at Parma this 10th day of February, 2003.

Richard T. Lewis

Richard T. Lewis

State of Ohio)

County of Cuyahoga) ss:

This 10th day of February, 2003, before me personally came the above-named **Richard T. Lewis** to me personally known as the individual who executed the foregoing assignment, who has acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(Seal)

Lori B. Hoffman
Notary Public

LORI B. HOFFMAN

Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Aug. 9, 2004

SIGNED AND SEALED at Parma this 14th day of February, 2003.

Irwin C. Lewis

Irwin C. Lewis

State of Ohio)

County of Cuyahoga) ss:

This 14th day of February, 2003, before me personally came the above-named **Irwin C. Lewis** to me personally known as the individual who executed the foregoing assignment, who has acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(Seal)

Lori B. Hoffman
Notary Public

LORI B. HOFFMAN

Notary Public, State of Ohio, Cuy. Cty.
My Commission Expires Aug. 9, 2004

SIGNED AND SEALED at Parma this 30th day of January, 2003.

David Snyder

David Snyder

State of Ohio)

County of Cuyahoga) ss:

This 30th day of January, 2003, before me personally came the above-named **David Snyder** to me personally known as the individual who executed the foregoing assignment, who has acknowledged to me that he executed the same of his own free will for the purposes therein set forth.

(Seal)

T. K. Cherry
Notary Public

Attorney - at - Law
Commission Does Not Expire

Registered Patent Attorneys

Mark J. Patterson
I. C. Waddey, Jr.
Edward D. Lanquist, Jr.
Lucian Wayne Beavers
James R. Cartiglia
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Larry W. Brantley*
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Douglas W. Schelling, Ph.D.
Phillip E. Walker
Howard H. Boyless

*Licensed in a State other than
Tennessee.

Intellectual Property Law

Waddey & Patterson, PC

Patents • Trademarks • Enforcement



March 10, 2004

Mr. Dave Snyder
3077 Creekview Drive
Cuyahoga Falls, OH 44223

Via Express Mail

Fed. Express

~~EV049841814US~~

Dear Mr. Snyder:

As you know, UCAR Carbon Company Inc. filed for patent protection on inventions you participated in while a UCAR consultant. I have enclosed herein formal documents needed to finalize these applications.

More specifically, attached is an Oath and Assessment required in Taiwan which needs only your signature; a Declaration for the United States which needs your signature and date where indicated; and an Assignment document for the United States that requires your signature, date, and notarization where indicated.

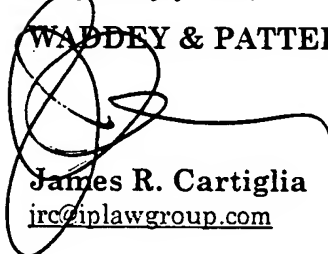
Because we are somewhat pressed for time, especially with the Taiwanese application, I would be most appreciative if you would execute these documents as indicated and return them to me by Wednesday, March 17, 2004. If we do not receive the executed documents by that date, one or both of the applications may go abandoned. Of course, if you incur any reasonable expenses in having the enclosures notarized, please let me know and we will reimburse you.

So you are aware, I may be following up with two (2) additional documents in the next few days which need execution.

Thank you for your attention to this matter.

Very truly yours,

WADDEY & PATTERSON


James R. Cartiglia
jrc@iplawgroup.com

JRC/rra
Enclosures

Offices also at:
AmSouth Center
200 Clinton Avenue
Suite 302
Huntsville, AL 35801
256.535.4400
Fax: 256.535.4402

Bank of America Plaza • 414 Union Street • Suite 2020 • Nashville, TN 37219
615.242.2400 • Fax: 615.242.2221 • www.iplawgroup.com

OATH & ASSIGNMENT

Being duly sworn, I/we, the undersigned, residing at the following address(es)

Am/are the true inventor(s) of a new invention entitled:

Manufacture of carbon/carbon composites by hot pressing

By these presents, I/we do assign and transfer to

UCAR CARBON COMPANY INC.

a corporation organized and existing under the laws of U.S.A. located at
12900 Snow road, Parma, OH 44130, U.S.A.

all rights, title and interest in and to said new invention, in respect of which an application for the issuance of Letters Patent is being filed in the Republic of China was truly invented by me/us;


and that I am/we shall be prepared to accept any penalties as provided by law in the event that there is evidence that said invention is deemed to be a fake, copy or an imitation.

Signed on this 18 day of February 2004

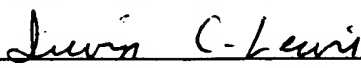
INVENTORS:

1. (Sign) 
(Print) Huang, Dai

Address: 232 Seiberling Drive, Sagamore Hills, OH, U.S.A.

2. (Sign) 
(Print) Lewis, Richard T.


Address: 595 Mock Orange Circle, Auburn, OH, U.S.A.

3. (Sign) 
(Print) Lewis, Irwin C.

Address: 17100 Valley Creek, Strongsville, OH, U.S.A.

4. (Sign) _____
(Print) Snyder, David

Address: 3350 Lloyd Street, Cuyahoga Falls, OH 44221, U.S.A.

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| Delivery date/time | Mar 11, 2004 9:27 am | Service type | Priority Envelope |

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8 Release Signature

Sign to authorize delivery without obtaining signature.

R. Avery
 By signing you authorize us to deliver this shipment without obtaining a signature and agree to indemnify and hold us harmless from any resulting claims.

447

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